



Pay Monthly Tariff Terms

(if you joined, upgraded or changed tariff after 29 March 2011)

Quick Summary

These are the Pay Monthly Tariff Terms. They are part of the Pay Monthly Mobile Agreement. They are split into the following sections:

- General terms;
- Inclusive Minutes and Call Charges;
- Inclusive Messages and Message Charges;
- Data Charges; and
- Pay Monthly Bolt On Terms

General

1. These are our Tariff Terms for Pay Monthly customers after 29 March 2011. They'll apply to you if you have joined Pay Monthly, upgraded your phone and signed up for a new minimum term or changed the tariff you're on (or elements of it) since 29 March 2011. If you haven't done one of these things, the Tariff Terms when you signed up, last upgraded or changed your tariff will still apply until you do or until we contact you to tell you otherwise. If we do contact you to do that, we'll give you 30 days' notice before making the change.
2. Our Pay Monthly tariffs are subject to status, a credit-check, payment by direct debit and the terms of a 30 day, 12, 18 or 24 month minimum term Pay Monthly Mobile Agreement. These Tariff Terms are part of that Pay Monthly Mobile Agreement.
3. When you sign up for, or upgrade to, a new a minimum term contract you will then only be able to move to the next available lower priced tariff (with a lower rate monthly subscription than the tariff you've joined on) once during your minimum term. You can only do this after you are more than halfway through your minimum term. When you tell us you want to move to the next lowest tariff, unless we tell you otherwise, the new tariff will start at the start of your next billing cycle. When you move tariff, you may have to accept the Tariff Terms for that tariff at the time you move and they may be different to these ones. Make sure you check our website for the current terms before you change your tariff. If you move tariff you may not be able to change back to your previous tariff.
4. If you take a 30 day minimum term simplicity contract you can give us written notice that you want to end your contract or change your tariff at any time, and this will be effective no more than 30 days after we receive your notice. If you're on a 30 day minimum term simplicity contract, you'll have to pay your normal monthly charge for your simplicity tariff until the end of your 30 day notice period.
5. If available, you can only upgrade your phone on Pay Monthly at the end of your existing minimum term contract. If you want a phone upgrade you'll have to sign up to a new minimum term contract. You can find out more about upgrading your phone on our Website.
6. We don't give you a phone if you take a simplicity tariff. Please check if your current mobile phone is latched/locked to another network before you try to use it with one of



our simplicity tariffs. If it is latched/locked then you might need to ask your old network or phone manufacturer to unlock it for you as we can't do this for you.

7. If you have minutes, messages and/or data included in your tariff, they won't be carried from one month to the next. If you transfer tariffs you may lose any inclusive minutes, messages and/or data you currently have.
8. Unless we say otherwise, call prices are shown by the minute and are charged by the second. Each call is charged excluding VAT to 3 decimal places. All calls for that month are aggregated and then rounded using normal rounding rules (if the last digit is a 4 or lower we'll round down, otherwise we'll round up). Where applicable, VAT (at the prevailing rate) is then added to the total of all Charges on your bill, with the VAT part of the charge being rounded down to the nearest penny.
9. If you want to use our data services on your phone then it must be data compatible and enabled. You need network coverage to be able to use data services.
10. The prices in these Tariff Terms are correct at time of going to print but are subject to change. There are specific terms about our Charges in paragraph 5 of your Pay Monthly Mobile Agreement. You can read them on our Website.
11. These are the prices if you pay by Direct Debit only. If you're allowed to pay by other methods then there may be additional charges, but we'll tell you what these are before you sign up for them.
12. Itemised billing is only available at no additional charge online. Paper bills may be available in limited circumstances to certain customers by request and for a charge. If you'd like a paper bill then we'll let you know any applicable charges at the time you request it.

Inclusive Minutes and Call Charges

1. Inclusive minutes on Pay Monthly tariffs can be used for calls made in the UK from your SIM Card to:
 - o UK landlines (starting 01, 02 or 03); and
 - o numbers allocated to UK mobile network operators that provide mobile services with substantial national coverage (this currently includes the five major operators O2, Orange or T-Mobile (together Everything Everywhere), Vodafone and 3, and providers like Virgin Mobile and Tesco Mobile that use major operators' networks to provide their services),all provided that we may exclude from your inclusive minutes allowance calls made to any number ranges which we reasonably believe are being used for call forwarding services, onward calling services or numbers that pay a revenue share. Calls to some telephone helplines are also free of charge and don't use up minutes from your inclusive allowance. A full list of these numbers can be found at:
o2.co.uk/mobilestariffs/tariffs/freenumbers
2. Inclusive minutes can't be used for calls made to:
 - o non-geographic numbers (starting 08, 05);
 - o non-standard or "special" 07 numbers (all those 07 numbers that are not specifically included in your inclusive minutes, including 07 numbers allocated to network operators in Jersey, Guernsey and the Isle of Man); or
 - o premium rate and directory enquiries numbers where special charges apply.A more detailed list of numbers and number types that are not included in your inclusive minutes and their charges can be found at
o2.co.uk/mobilestariffs/tariffs/specialnumbers. Please do check the page regularly as new



number ranges are allocated or we become aware that the use of existing ranges has changed and we keep it updated; or

3. Once you've used all your inclusive allowances in any month, calls made in the UK to numbers of the type that make up your inclusive allowance will be charged at 35p per minute.
4. Any calls made from abroad (which includes Jersey, Guernsey and the Isle of Man) or to an international destination from within the UK will be charged at standard roaming or international call rates (unless you've taken a service from us that gives you different international call rates). You can see our current international rates at: o2international.co.uk.
5. Calls to voicemail (including access to voicemail menus and voicemail retrieval) are taken from your inclusive allowance. Once you've used your inclusive allowance, calls to voicemail will cost 12p per minute. If you have Visual Voicemail as part of your tariff, you won't be charged for UK calls to the 901 voicemail service.
6. Our minimum call charge is 12p for calls not forming part of your inclusive allowance, except for: calls to 0871 which have minimum call charge of 2p; all other calls to 08 numbers that have minimum charge of 5.1p; and calls to 070 numbers that have a minimum call charge of 2p.
7. Our 'Unlimited Minutes' tariffs allow you to make unlimited calls to numbers of the type that make up your inclusive allowance. Calls must be for private and personal purposes. You may not use your SIM Card:
 - o in, or connected to, any phone other than the one which it was supplied with or the type intended by us for use with. (For example a mobile phone simplicity tariff SIM Card is intended for use in a mobile phone not a modem. This includes putting your SIM Card into a modem, modem usage or internet tethering on your device unless stated); or
 - o in such a way that we reasonably believe adversely impacts the service to our other customers.

If we reasonably suspect you're not behaving within this policy, we reserve the right to impose further charges or disconnect your SIM Card or your tariff at any time, having attempted to contact you first. We call this our "**Excessive Usage Policy**".

Inclusive Messages and Message Charges

1. Inclusive messages on Pay Monthly tariffs can be used for texts sent in the UK to UK mobiles from your SIM Card for private and personal purposes. This doesn't include international texts. You may not use your SIM Card:
 - o in, or connected to, any phone other than the one which it was supplied with or the type intended by us for use with. (For example a mobile phone simplicity tariff SIM Card is intended for use in a mobile phone not a modem. This includes putting your SIM Card into a modem, modem usage or internet tethering on your device unless stated); or
 - o in such a way that we reasonably believe adversely impacts the service to our other customers.

If we reasonably suspect you're not behaving within this policy, we reserve the right to impose further charges or disconnect your SIM Card or your tariff at any time, having attempted to contact you first. We call this our "**Excessive Usage Policy**".

2. Inclusive messages on our Pay Monthly tariffs can't be used for:
 - o premium rate messages where special charges apply,



- sending messages from the UK to international numbers, these are charged at 16.3p (unless you've taken a service from us that gives you different international call rates); or
 - any chargeable messages you receive.
3. Once you've used all your inclusive allowances in any month, messages sent in the UK to numbers of the type that make up your inclusive allowance will be charged at 12p per message.
 4. Picture, sound or video messages sent to UK mobiles will be charged at 25p per message.

Data Charges

1. If you have a phone that can use data, but you don't have a data Bolt On then all our Pay Monthly tariffs include O2 Web Daily. If you use data in the UK you'll be charged for the data you use up to a maximum of £1 per day (00:00am to 23:59pm). If you reach your maximum daily charge of £1, O2 Web Daily allows you up to 50MB use of our data network via your mobile phone for the rest of that calendar day. If you exceed the daily allowance or breach these terms, we reserve the right to:
 - impose network protection controls which may reduce your speed;
 - remove the data access from your account;
 - impose further charges; and/or
 - disconnect your SIM Card at any time, having attempted to contact you first.

All data usage must be for your private and personal purposes.

Regardless of the amount of data you use, you must not use your SIM Card:

- in, or connected to, any device other than the one which it was supplied with or intended by us for use with. (For example a mobile phone simplicity tariff SIM Card is intended for use in a mobile phone not a modem. This includes putting your SIM Card into a modem, modem usage or internet tethering on your device unless stated); or
- in such a way that we reasonably believe adversely impacts the service to other O2 customers.

We reserve the right to use appropriate traffic shaping or throttling measures to protect our network from types of data usage which we think might impact on levels of service for customers at specific times of day and/or in specific locations.

2. Data usage is measured in kilobytes (KB) and charged at £3.06 per MB. 1MB = 1024 Kilobytes (KB), 1024 MB = 1 Gigabyte (GB). If Data usage is less than £1 it'll be rounded to the nearest kilobyte on a daily basis, and charges are rounded up to the nearest 1p. You are billed for the amount of data that travels over the data network. Please note that your bill may include charges for re-sent data packets and packets added to control the flow of data over the network.
3. The prices shown do not incorporate data roaming rates.

Pay Monthly Bolt On Terms

General

1. We reserve the right to withdraw or amend these Bolt Ons and/or the terms on which they are offered to you at any time. They are Additional Services (as defined in your Pay Monthly Mobile Agreement).
2. You have to give us 30 days' notice if you want to cancel your Bolt On or Bolt Ons by calling the Customer Service number on your monthly bill.



3. Bolt Ons are available through our stores, My O2, our online store and some indirect channels.
4. Any Bolt On inclusive allowances will be taken before your standard Pay Monthly tariff inclusive minutes, messages and/or data.
5. If the Distance Selling Regulations apply, once your Bolt On is activated you will not be able to cancel under the Regulations. Your statutory rights are unaffected.

Data Bolt On for iPhone, BlackBerry or Smartphone Terms

1. Data Bolt On for iPhone, BlackBerry or Smartphone will allow you use of our data network via your mobile phone (internet capable phones only). The relevant Bolt On includes a specified monthly data allowance. If you exceed the Bolt On's monthly allowance or breach these terms, we reserve the right to:
 - o impose network protection controls which may reduce your speed;
 - o remove the Bolt On from your account;
 - o impose further charges;
 - o disconnect your SIM Card at any time, having attempted to contact you first; and/or
 - o remove your ability to use data on your SIM Card.

All data usage must be for your private and personal purposes.

Regardless of the amount of data you use, you must not use your SIM Card:

- o in, or connected to, any device other than the one which it was supplied with or intended by us for use with (for example a mobile phone simplicity tariff SIM Card is intended for use in a mobile phone not a modem). This includes putting your SIM Card into a modem. If your mobile phone supports internet-tethering then this will be included in your Data Bolt On and internet-tethering usage will be part of your monthly data allowance; or
- o in such a way that we reasonably believe adversely impacts the service to other O2 customers.

We reserve the right to use appropriate traffic shaping or throttling measures to protect our network from types of data usage which we think might impact on levels of service for customers at specific times of day and/or in specific locations.

2. If your Bolt On includes limited or unlimited (with fair usage) Wi-Fi then you'll be able to access specified public Wi-Fi services as described on our website. Our Wi-Fi suppliers may change but we will keep our website up to date with which providers are available and where their hotspots are.

BlackBerry Bolt On specific terms

1. The Smartphone Bolt On for BlackBerry is available to BlackBerry customers only, and also allows you to send and receive emails in the UK, surf the Web on your BlackBerry smartphone, and use of certain BlackBerry applications. Such use is subject to your monthly data allowance and mobile web usage terms above.
2. We reserve the right to upgrade and change the specification of the BlackBerry Internet Solution from O2 at any time.
3. To access the BlackBerry Internet Solution from O2, you must have an enabled and compatible BlackBerry smartphone.
4. We make available certain BlackBerry applications to download and use on BlackBerry Internet Solution from O2, any data used by these applications will be subject to the



terms of BlackBerry Internet Solution from O2. We reserve the right to withdraw the use of certain BlackBerry applications with 30 days' notice.

5. BlackBerry tariffs are not always compatible with any of our other data products, ask us for details.
6. The prices shown do not incorporate our roaming rates for using your BlackBerry smartphone abroad.
7. The RIM and BlackBerry families of related marks, images and symbols are the exclusive properties and trademarks of Research In Motion Limited TM used by permission. BlackBerry and 'Always on, Always Connected' are registered with the U.S. Patent and Trademark Office and may be pending or registered in other countries.

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